

Item No. 14 b

TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

Administration

Department Submitting Request

Interim Town Manager Hoffman

Dept Head's Signature

Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office
<input checked="" type="checkbox"/> May 25, 2010	May 14 (5:00 p.m.)	<input type="checkbox"/> July 27, 2010	July 16 (5:00 p.m.)	<input type="checkbox"/> Oct 26, 2010	Oct 15 (5:00 p.m.)
<input type="checkbox"/> June 8, 2010	May 28 (5:00 p.m.)	<input type="checkbox"/> Aug 24 2010*	Aug 13 (5:00 p.m.)	<input type="checkbox"/> Nov 9, 2010	Oct 29 (5:00p.m.)
<input type="checkbox"/> June 22, 2010	June 11 (5:00 p.m.)	<input type="checkbox"/> Sept 14, 2010	Sept 3 (5:00 p.m.)	<input type="checkbox"/> Nov 23, 2010	Nov 12 (5:00p.m.)
<input type="checkbox"/> July 13, 2010	June 2 (5:00 p.m.)	<input type="checkbox"/> Sep 27, 2010	Sept 17 (5:00 p.m.)	<input type="checkbox"/> Dec 14, 2010	Dec 3 (5:00p.m.)
		<input type="checkbox"/> Oct 12, 2010	Oct 1 (5:00p.m.)		

* Subject to change

NATURE OF AGENDA ITEM

- | | | |
|---|--|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Resolution | <input type="checkbox"/> Manager's Report |
| <input type="checkbox"/> Public Safety Report | <input type="checkbox"/> Quasi Judicial | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> Consent Agenda | <input checked="" type="checkbox"/> Old Business | <input type="checkbox"/> Other |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> New Business | |

SUBJECT TITLE: Commission review of RFP 10-03-01 for Audit Services and approval to proceed with issuing it

EXPLANATION:

STAFF RECOMMENDATION:

BOARD/COMMITTEE RECOMMENDATION:

FISCAL IMPACT AND APPROPRIATION OF FUNDS:

- | | |
|---|--|
| <input type="checkbox"/> Amount \$ _____ | <input type="checkbox"/> Acct # _____ |
| <input type="checkbox"/> Transfer of funds required | <input type="checkbox"/> From Acct # _____ |
| <input type="checkbox"/> Bid | <input type="checkbox"/> Grant <input type="checkbox"/> Amount represents matching funds |

Town Attorney review required

- ☐
- Yes
- ☒
- No
- REVIEWED 4/29/10

Town Manager's Initials: CJA

5/4/2010

May 21, 2010

To: Mayor Roseann Minnet
Vice Mayor Stuart Dodd
Commissioner Birute Ann Clottey
Commissioner Scot Sasser
Commissioner Chris Vincent

From: Connie Hoffmann, Interim Town Manager 

Re: Selection of an External Audit Firm

RFP for Selection of an External Audit Firm

Attached you will find a revised draft RFP for the selection of a C.P.A. firm to conduct the annual, independent audit of the Town's financial records as required by state statute and governmental accounting standards. The RFP follows templates used by many other municipalities. I am told that the Town Commission rejected an earlier RFQ that was prepared by staff and asked that an RFP be used instead so that fees could be considered in the evaluation process. This draft RFP proposes that the professional and out-of-pocket fees combined be a 20% factor in the evaluation.

In reading the minutes, I see that the Commission requested a summary page to be added to the document and that is possible, but I need a bit more time to prepare that. We will have that ready in time for the audit committee to review it.

It should be noted that I made substantial additions to the RFP and the Town Attorney has not had an opportunity to review them as they were completed only today, so I will ask her to review it and make any changes required from a legal perspective prior to presenting it to the audit committee.

Appointment of an Audit Committee

Chapter 218.391 of the State Statutes (attached) requires that an audit committee be established to assist the governing body, in our case the Town Commission, in selecting the external auditor. Audit committees may also serve other functions for the governing body, such as overseeing the work of external or internal auditors.

In the past, the auditor selection committee has consisted of Town staff and a finance professional from another municipality. While that has been common practice among

municipalities for many years, there is a growing trend for the auditor selection committee to be independent of staff and I believe there are very valid reasons for taking that approach. It is the staff's work that is going to be audited, so there is a strong argument that staff should not serve on the committee evaluating auditor proposals, although it is quite appropriate for staff to serve as a liaison to the audit committee and provide input to them on how the Town handles its accounting and financial reporting. The governing body is not precluded by Statute from serving as the audit committee and, in the case of counties, the Statute dictates that at least one member of the committee be an elected county commissioner or their designee. However, the Statute clearly assumes that the audit committee and the governing body play two different roles in the auditor selection committee.

It would be my suggestion that the Town Commission very quickly appoint an audit committee composed of three to five Town residents who are qualified c.p.a.s, former CEOs of corporations, former or current government finance officers, certified internal auditors or certified fraud specialists. The Town Commission could also appoint one or two of its members to serve on the audit committee. The audit committee must operate in the public by statute, so there is no problem in having two Commissioners serve on it.

The Committee must meet quickly because one of their statutory roles is to establish the factors that are to be used in evaluating proposals for audit services. We have suggested evaluation criteria in the RFP, so the committee should be able to make that decision at their first meeting.

Proposed Schedule

A very tight schedule for the selection process would be as follows:

May 25 – Town Commission decides the desired makeup and size of the audit committee.

June 8 – Town Commission appoints the members of the audit committee and adopts a resolution outlining the committee's responsibilities.

Week of June 14th – Audit committee meets to review RFP and set criteria.

RFP is advertised – Days following the audit committee meeting.

Deadline for RFP Responses – Monday, July 12.

Week of July 12 – Staff reviews responses and makes recommendations to the audit committee on which proposers do not satisfy the mandatory requirements and any other substantive deviations from the RFP that would disqualify any of the proposers.

Week of July 19 – Audit committee meets to evaluate and rank the proposals.

July 27 – Town Commission reviews the committee's recommendations and selects the highest ranked qualified firm, or documents the reason for not selecting the highest-ranked qualified firm. (These are specific requirements of the state statute when fees are one of the evaluation factors established in the selection process for the external auditor.) The Commission directs the Town Manager to negotiate a satisfactory contract with the selected firm.

August 24 – The Town Commission approves the contract. (If a contract could not be satisfactorily negotiated, the statute says the audit committee shall recommend additional firms, but they would have already effectively done that by ranking the original proposers.

The schedule outlined above would put us in a position where the audit would likely start a month later than it normally does, but that is not a serious problem. It would push back receipt of the final audit report to March, which is far in advance of the statutory deadline for audit reports to be completed.

218.391 Auditor selection procedures.--

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.



TOWN OF LAUDERDALE-BY-THE-SEA

**REQUEST FOR PROPOSALS #10-03-01
FOR**

PROFESSIONAL AUDITING SERVICES

Bids to be submitted before:

_____, 2010 by 2:00 P.M.

**To the Office of the Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
(954) 776-0576**

LAUDERDALE-BY-THE-SEA

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

- I. Introduction
 - A. General Information and Term of Engagement
 - B. Information and Clarification
 - C. Presentation Costs
 - D. Certification
 - E. Public Records
 - F. Retention of Documents and Acceptance of Conditions
- II. Nature of services required
 - A. General
 - B. Scope of Work to be Performed
 - C. Auditing Standards to be Followed
 - D. Reports to be Issued
 - E. Special Considerations
 - F. Working Paper Retention and Access to Working Papers
 - G. Insurance Requirements
 - H. Additional Consulting Services
- III. Description of the Government
 - A. Name of Town Contact Person
 - B. Background Information
 - C. Fund Structure
- IV. Time requirements
 - A. Schedule for the Auditor Selection
 - B. Time Schedule for Each Fiscal Year's Audit
 - 1. Detailed Audit Plans
 - 2. Fieldwork
 - 3. Issuance of Reports and Financial Statement Attestation
 - C. Entrance Conferences, Progress Reporting and Exit Conferences
- V. Assistance to be Provided to the Auditor and Report Preparation
 - A. Finance Department Support
 - B. Work Area, Telephones, Photocopying and FAX Machines
 - C. Report Preparation

TABLE OF CONTENTS

(Continued)

- VI. Proposal Requirements
 - A. Submission of Proposals
 - B. Proposal Format
 - C. Proposal Content
 - 1. License to Practice in Florida
 - 2. Independence
 - 3. Addenda
 - 4. Firm Qualifications and Experience
 - 5. Partner, Supervisory and Staff Qualifications and Experience
 - 6. Similar Engagements with Other Government Entities
 - 7. Specific Audit Approach
 - 8. Identification of Anticipated Potential Audit Problems
 - 9. Report format

- VII. Sealed Dollar Cost Bid
 - A. All Inclusive Maximum Price

- VIII Evaluation Procedures
 - A. Audit Committee
 - B. Review of Proposals
 - 1. Mandatory Elements
 - 2. Technical Qualifications Evaluation Criteria
 - 3. All Inclusive Maximum Price
 - C. Oral Presentations
 - D. Audit Committee Recommendations
 - E. Final Selection
 - F. Right to Reject Proposals
 - G. Contract Negotiations

- IX. Terms & Conditions
- X. Insurance
- XI. Indemnification
- XII. Successors & Assigns
- XIII Remedies

- APPENDICES
 - A. Warranties
 - B. Public Entity Crimes Affidavit
 - C. Non-Collusion Affidavit
 - D. Acknowledgement of Addenda
 - E. Independence Affidavit

SECTION I. INTRODUCTION AND GENERAL INFORMATION

A. General Information and Term of Engagement

Lauderdale-By-The-Sea (the "Town"), a Florida Municipality located in Broward County, is requesting proposals from qualified Certified Public Accounting firms to audit its financial statements for the fiscal year ending September 30, 2010, with the option of auditing its financial statements for each of the four (4) subsequent fiscal years. This is a Financial Audit as required under Section 218.39, Florida Statutes.

B. Information and Clarification

All requests for information or clarification regarding this Request for Proposals (RFP) shall be made in writing and received by the Town not later than 7 days prior to the required submittal date. Written inquiries shall be addressed to:

June White, Town Clerk
Lauderdale-By-The-Sea
4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308
Phone: 954-776-0576
FAX: 954-776-0094

No person is authorized to give oral interpretations of, or make oral change to, this RFP. Only written Addendum from the Town shall be binding.

C. Presentation Costs

The Town shall not be liable for any costs, fees or expenses incurred by any firm in responding to the Request for Proposals or any subsequent inquiries or presentation relating to a response.

D. Certification

The signer of the proposal must declare that the only person(s), company or parties interested in the project as principals, are named therein; that the proposal is made without collusion with any other person(s), company or parties that submitted a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principals.

E. Public Records

All material submitted in response to this RFP will become a "public record" and is subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Town reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

F. Retention of Documents and Acceptance of Conditions

The Town reserves the right to retain all documents and materials submitted and to use any ideas regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals. All proposers hereunder agree to provide proposals in compliance with all federal, state and local law and regulation, including by example and not limitation, the Town Code Section 2-25 and the Town purchasing manual.

II. NATURE OF SERVICES REQUIRED

A. General

The Town is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2010, with the option to audit the Town financial statements for each of the four (4) subsequent fiscal years.

B. Scope of Work to be Performed

The Town desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles and the financial reporting requirement of Governmental Accounting Standards Board Statement No. 34, "Basic Financial Statements – and Management's Discussion and Analysis for State and Local Governments."

The auditor is not required to audit the combining and individual fund and account group financial statements and supporting schedules. However, the auditor is required to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required Management's Discussion and Analysis and the required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of federal and state financial assistance. However the auditor is to provide an "in-relation-to" report on the supplemental information as well, based on the auditing procedures applied during the audit of the financial statements.

The auditor shall provide all opinions required by the Auditor General and State, federal, and local grantors associated with the annual financial report and as necessary for grant compliance.

The auditor may be requested to perform other auditing services at the discretion of the Town. Any such additional work agreed to between the Town and the firm shall be performed only upon a written agreement. This is a Financial Audit which shall meet the requirements of 218.39, Florida Statutes.

The Town also desires the auditor to express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to"

opinion on the supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

C. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA)
- The most current government auditing standards set forth in the U.S. General Accounting Office's (GOA) *Government Auditing Standards*
- The rules and requirements established by the Auditor General of the State of Florida for form and content of audits
- The provisions of the Federal Single Audit Act of 1984
- Section 215.97 Florida Statutes, The Florida Single Audit Act
- The provisions of the U.S. Office of Management and Budget (OMB) Circular A-133 and any applicable amendments Section 11.45, Florida Statutes
- Rules of the Auditor General of the State of Florida
- All other applicable Federal, State and local laws and regulations.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall compile the financial statements and footnotes based on information provided by the Town. In addition, the auditor shall prepare reports as required by adherence to the auditing standards cited in Section C. above, including but not limited to:

- A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles.
- A report on the internal control structure based on the audit of the basic financial statements performed in accordance with government auditing standards.
- A report on compliance with applicable laws and regulations.

In the required reports on internal controls, the auditor shall communicate any significant deficiencies found during the audit. A significant deficiency shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Significant deficiencies that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

In the required report(s) on compliance and internal controls, the auditor shall communicate any material weaknesses or significant deficiencies found during the audit.

- a. Material weaknesses are matters in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements, in amounts that would be material in relation to the financial statements being audited, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.
- b. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliability in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected.
- c. Significant deficiencies that are also material weaknesses shall be identified as such in the report.
- d. Other matters related to internal control discovered by the auditors shall be reported in the management letter required by Florida Statutes 218.39, which shall be referred to the report on internal control structure and compliance.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the appropriate Town personnel (which may include the Town Manager, the Finance Director and the Town Commission) as well as the Town Attorney.

E. Special Considerations

The Town intends to send its Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. The auditor will be required to provide some assistance to the Town to meet the requirements of that program at no expense to Town.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available to the Town and other entities upon request by the Town Manager or Finance Director.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor

auditors to review working papers relating to matters of continuing accounting significance at the auditor's expense.

The auditor shall provide a complete copy of the working papers to the Town of Lauderdale-By-The-Sea at the completion of the audit, prior to the final payment of the auditing fees, by the Town of Lauderdale-By-The-Sea.

G. Insurance Requirements

The auditor shall maintain at its sole cost and expense at all times, in addition to any other insurance the Town may reasonably require, professional liability insurance with a minimum limit of \$1,000,000 per occurrence, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. The auditor shall also maintain worker's compensation insurance at the statutory minimums required by Chapter 440, Florida Statutes.

All submittals shall include proof in the form of a certificate of insurance complying with the requirements specified above or evidence of insurability in the form of a letter from its insurance carrier indicating that the proposer is able to obtain the required insurance. If the proposer is selected to provide audit services, the Town shall be named as an additional insured on each of the above policies, unless prohibited by law or Town waives such requirement.

H. Additional Consulting Services

In addition to the regular audit requirements, the Town may request that the audit firm selected provide consulting services for evaluation of systems which the Town will be implementing, or other audit related matters outside the performance of the annual audit. The auditors and Town will separately negotiate a fee for each instance that consulting services are requested.

III. DESCRIPTION OF THE GOVERNMENT

A. Name of Town Contact Person

The auditor's principal contact with the Town will be Kaola King, Finance Director, who will coordinate the assistance to be provided to the auditor by the Town.

B. Background Information

The Town was incorporated as a municipality in 1947, and commenced operations on November 30, 1947. It is located in Broward County, Florida. The current population of the Town is approximately 6,000 residents. The Town is a legal taxing district with the power to levy ad valorem tax within its boundaries.

The Town operates under the Council/Manager form of government. The Town is governed by a five (5) member Town Council. The Town Manager is appointed by the Town Council to administer Town operations and policy.

The Town fiscal year begins on October 1 and ends on September 30. Budgets are adopted annually in

accordance with the Town Charter, and expenditures are controlled in accordance with written policies and procedures.

C. Fund Structure

The Town currently uses the following fund types and account groups in its financial reporting:

Fund Type / Account Group	# of Individual Funds
Governmental Funds	2
Special Revenue Funds	1
Proprietary Funds	2
Enterprise Funds	0
General Fixed Assets Account Group	3
General Long-term Debt Account Group	1

IV. TIME REQUIREMENTS

A. Schedule for the Auditor Selection

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued	June __, 2010
Due date for proposals	July 12, 2010
Audit Committee Evaluation & Ranking Posting Notice of Intent to Award:	July __, 2010
Commission Final Selection	July , 2010
Contract Approval	August , 2010

This calendar may be revised by the Town Commission in their sole discretion.

B. Time Schedule for Each Fiscal Year Audit

The Town and auditor will mutually agree on a time schedule to be developed for the audit of each fiscal year. The schedule shall include dates for completing each of the following steps by the auditor no later than the agreed upon date for each year of the audit. Each of the following shall be completed by the auditor no later than the dates indicated.

1. Detailed Audit Plan:
The auditor shall provide a detailed audit plan and a list of all schedules to be prepared by the Town by October 1 of each year.
2. Fieldwork:
The auditor shall complete all fieldwork by January 31 of each year.

3. Issuance of Reports and Financial Statement Attestation:

The auditor shall have ready for publication all reports denoted in Section II.D of this Request for Proposals by March 1 of each year.

C. Entrance Conferences. Progress Reporting and Exit Conferences

There shall be an entrance conference with key Town personnel no later than October 31st of each year. Progress conferences will be held with key Town personnel throughout the engagement. An exit conference will be scheduled to discuss the draft report and management letter prior to the issuance of the CAFR.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department Support

The Finance Director will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the Town.

B. Work Area, Telephones. Photocopying and FAX Machines

For necessary on-site work, the Town will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines at no charge to the auditor.

C. Report Preparation

Pro formas and editing will be the responsibility of the auditor. Report preparation and printing shall also be the responsibility of the auditor, with reasonable and limited assistance from Town staff. The auditor shall be responsible for providing 20 copies of the annual financial reports to the Town, and assist Town staff with preparing additional bound copies as needed for reporting distribution. The auditor shall also be responsible for preparing an electronic copy of the complete CAFR which meets the electronic submission requirements of the Auditor General.

VI. PROPOSAL REQUIREMENTS

A. Submission of Proposals

To be considered, one (1) original and nine (9) duplicate proposals must be received by the Town Clerk, at the Lauderdale-By-The-Sea, at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308, no later than _____ day, _____ at 2:00 P.M. Proposals received after this time will be returned unopened. Responses shall be submitted in sealed envelopes and clearly identified as "Proposal for Independent Audit Services" for the Town of Lauderdale-By-The-Sea on the outside of the envelope.

The proposal shall be signed by a representative who is authorized to contractually bind the firm.

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of the Request for Proposals. The emphasis in each proposal must be on completeness and clarity of content. In order to expedite the

evaluation of proposals, it is essential that firms follow the format and instructions contained herein, as outlined in this Section.

Proposers shall send the completed proposal to the following address:

Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Attention: Town Clerk RFP # 10-03-01

B. Proposal Format

The following material shall be submitted for a firm or individual to be considered:

1. Title Page
Title page showing the RFP subject; the firm's name; the name, address and telephone number of the contact person, and the date of the proposal.
2. Table of Contents
3. Transmittal Letter
A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.
4. Detailed Proposal
The detailed proposal shall follow the order set forth in this Section of the RFP.
5. Executed copies of Appendices
These forms are attached to this RFP as appendices as follows:
 - Appendix A: Warranties
 - Appendix B: Public Entity Crimes Statement
 - Appendix C: Non-Collusion Affidavit
 - Appendix D: Acknowledgement of Addenda
 - Appendix E: Independence Affidavit

C. Proposal Content

The purpose of the RFP is to determine the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Town in conformity with the requirements of this Request for Proposals and to make a selection thereunder. The proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It shall also specify an audit approach that will meet the RFP requirements. While additional data may be presented in the proposal, the following subjects must be included as they are requirements for being considered responsive to the RFP and include criteria against which the proposal will be evaluated.

1. License to Practice in Florida

An affirmative statement shall be included, indicating that the firm and all assigned professional staff are properly licensed to practice in Florida and qualified to perform governmental audits.

2. Independence

The proposer should provide an affirmative statement that it meets all the appropriate guidelines and criteria for independence from the Town. On the form provided as Appendix E to this RFP, the proposer shall list and describe any relationships -professional, financial or otherwise - that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the proposer shall give the Town written notice of any other relationships - professional, financial or otherwise - that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the engagement.

3. Addenda

The Town reserves the right to issue addenda. Each proposer shall acknowledge receipt of such addenda on the form provided as Appendix D. In the event any proposer fails to acknowledge receipt of such addenda, his/her proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective proposer to verify that he/she has received all addenda issued before depositing the proposal with the Town.

4. Firm Qualifications and Experience

The proposal shall state the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and level of the professional staff to be employed in this engagement on a full-time basis and the number and level of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified, and the firm that is to serve as the principal auditor shall be noted.

In a joint proposal, the principal firm shall complete and sign the proposal signature page, and the structure, duties and responsibilities of each firm shall be clearly delineated.

Each firm is also required to submit a copy of the report on its most recent external quality control review, the comments letter and a statement as to whether that quality control review included a review of specific local government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or /pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. The firm shall provide an explanation of all pending, local office litigation as well as all litigation related to the firm's audits of

State or Local Government entities.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the engagement, and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm shall specify the number of years performing government audits, as well as the auditing experience of each person assigned to the engagement, including information on their relevant continuing professional education for the past two (2) years.

The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Town. However, in either case, the Town retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this Request for Proposals can only be changed with the express prior written permission of the Town, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Similar Engagements with Other Governmental Entities

By the firm's office that will be assigned responsibility for the audit, the proposer shall list a minimum of five Florida municipal audit engagements performed in the last three years and include the name and phone number of the customer contact for each of those audit engagements.

7. Specific Audit Approach

The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this Request for Proposals. In developing the work plan, reference shall be made to such sources of information as the Town's budget and related materials, organization charts, manuals and programs and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Type and extent of analytical procedures to be used in the engagement.
- d. Approach to be taken to gain and document an understanding of the Town's internal control structure.
- e. Approach to be taken in determining laws and regulations that will be subject to audit test work.

- f. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- g. Sample sizes and the extent to which statistical sampling is to be used in the engagement.

8. Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the Town staff.

9. Report Format

The proposal should include sample products for all reports required for compliance with federal, State, and Auditor General Rules and requirements for the most recent fiscal year audited. Include actual reports of reportable and non reportable instances of non-compliance or other matters with and with out material weaknesses and significant deficiencies as reported in municipal audits performed by the firm in the past three years.

VII. SEALED DOLLAR COST BID

A. Total All-Inclusive Maximum Price

The proposal shall include a “sealed dollar cost bid” which should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The sealed dollar cost bid is required to have an all-inclusive maximum price (AMP) which shall contain all direct and indirect costs of the engagement, including all out-of-pocket expenses. The content for this section of the proposal is outlined below. The first page of the sealed dollar cost bid should include the following information:

- 1. Name of Firm
- 2. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Town of Lauderdale-By-The-Sea
- 3. A Total All- inclusive Maximum Price as defined in Section VIII(B)3 of the RFP for each possible year of the engagement (FY2009/2010, FY2010/2011, FY2011/2012, FY2012/2013, FY2013/2014)

The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses that supports the AMP. The cost of special services of this request for proposals should be disclosed as separate components of the AMP.

VIII. EVALUATION PROCEDURES

A. Audit Committee

All responsive proposals will be evaluated and publicly considered by the members of the Audit Committee at an open meeting.

B. Review of Proposals

The members of the Audit Committee will examine the documentation submitted in the proposal to determine the responsiveness of each. A proposal will be considered responsive if it contains, as a minimum, the Mandatory Elements outlined in Section VIII.(C) below. Failure to provide the required mandatory information shall disqualify any such proposal as non-responsive, and such proposal will not be considered.

Firms must meet the mandatory criteria listed below in order to be deemed responsive and have their qualifications evaluated and ranked for technical qualifications and price.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Florida.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two (2) years in accordance with the requirements of the Florida State Board of Accountancy and Government Auditing Standards.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the Town.
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this Request for Proposals for preparing and submitting the proposal.

The Audit Committee will individually rank the responsive proposals based on the Technical Qualifications criteria and the All Inclusive Maximum Price (AMP) as described herein. The AMP will be considered as twenty per cent (20%) of the assessment value and the Technical Qualifications described in Section VIII (C) will be considered as eighty per cent (80%) of the assessment value with regard to ranking the proposals. The full Audit Committee will then convene to review and discuss these evaluations and any committee member may revise their initial ranking based on these discussions, if necessary. Finally, the committee will combine and submit their individual rankings to the Town Clerk who will prepare a composite ranking for each firm.

During the evaluation process, the Audit Committee and the Town reserve the right, where it may serve the Town's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

2. Technical Qualifications Criteria

Proposals will be evaluated for technical qualifications using the criteria outlined below.

Technical Qualifications Evaluation Criteria

- a. Expertise and Experience (50 points)
 - (1) The firm's past experience and performance on comparable government engagements, including recognized CAFR awards of their clients.
 - (2) The quality and experience of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available

for technical consultation.

- (3) The firm's past experience and performance with Single Audits and tests of compliance with laws and regulations.

b. Audit Approach (30 points)

- (1) Adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel.
- (2) Adequacy of audit work plan and sampling techniques.
- (3) Adequacy of analytical procedures.
- (4) Adequacy of proposed study and evaluation of internal accounting and administrative controls.

3. All Inclusive Maximum Price (20 points)

a. Total All-Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the audit engagement as described in this Request for Proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The audit firm shall provide a truth in negotiations certificate stating that the fees, rates and costs proposed are accurate and complete. The certificate shall express the audit firm's understanding that if the proposal is accepted, the fees will not increase over the agreed-upon contractual amount for the entire contract term, regardless of changes in accounting principles, or State or federal laws, rules and requirements associated with the annual financial report. The Town will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

b. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The proposal should include a schedule of professional fees and expenses that supports the total all-inclusive maximum price. The cost of special services should be disclosed as separate components of the total all-inclusive maximum price.

c. Out-of-pocket expenses included in the Total All-Inclusive Maximum Price and Reimbursement Rates.

Out-of-pocket expenses for firm personnel (e.g., travel lodging and subsistence) will be reimbursed at the rates used by the Town for its employees. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

C. Oral Presentations

After evaluating the proposals, the Audit Committee may, at its discretion, request one or more firms to make oral presentations. The presentation team shall include the engagement partner, engagement manager and the senior audit team member. Such presentations will provide firms with an opportunity to present their qualifications and to answer any questions the Audit Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Audit Committee Recommendations

The Audit Committee will rank and recommend to the Town Commission in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors described in this RFP. If fewer than three firms respond to the RFP, then the Audit Committee shall recommend such firms as it deems to be the most highly qualified.

E. Final Selection

The Town Commission will determine the final ranking of all firms and direct negotiation of an acceptable agreement, subject to approval by the Town Commission and Town Attorney, in accord with Section 218.391 (a), Florida Statutes.

F. Right to Reject Proposals

The Town Commission reserves the right without prejudice to reject any or all proposals, waive any deficiency or irregularity in the selection process, waive any minor irregularity or deficiency in any proposal or to cancel this solicitation, and choose whether or not to re-solicit.

G. Contract Negotiations

The Town Manager shall be authorized to negotiate a written contract with the top ranked firm embodying all provisions and conditions of the procurement of such services. The purpose of the contract negotiation is to specify the details of the audit engagement. The fee shall not exceed the amount initially proposed. If the Town Manager cannot negotiate a satisfactory contract, then negotiations with the top ranked firm shall be terminated and the Town Manager shall negotiate with the second ranked firm and so on until a satisfactory contract is negotiated.

IX. TERMS AND CONDITIONS

- A. The Town reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The Town reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award.
- C. In accordance with federal, State, and local regulations the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the Town Commission.
- E. The Town reserves the right to terminate the contract at anytime.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

G. Manner of Payment -Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.

X. INSURANCE

A. Before execution of the contract by the Town and commencement of the operations and/or services to be provided, and during the duration of the contract, the Proposer shall file with the Town current certificates of all required insurance on forms acceptable to the Town, with the Certificate Holder listed as Town of Lauderdale-By-The-Sea, Florida, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town.
2. The Certificates shall clearly indicate that the Proposer has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town.

B. The Proposer shall require and ensure that each of its subproposers providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

C. Coverage Required:

1. Workers' Compensation - The Proposer shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the Town and its agents, employees and officials.
2. Commercial General Liability -The Proposer shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this Proposer or shall be at least twice the required occurrence limit.
3. Business Automobile Liability -The Proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.

4. Professional Liability (Errors & Omissions) -

The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000, per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

5. The Town shall be specifically included as an additional insured to the above policies, and insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Proposer for the Town.

- D. All such insurance required of the Proposer shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Town.
- E. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.
- F. Compliance with these insurance requirements shall not relieve or limit the Proposer's liabilities and obligations under this contract. Failure of the Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town to identify a deficiency from evidence provided will not be construed as a waiver of the Proposer's obligation to maintain such insurance.

XI. INDEMNIFICATION

If there are any claims for damages attributable to the negligence, errors or omissions of the Proposer, their agents or employees while providing the services called for herein, it is understood and agreed the Proposer shall indemnify and hold harmless the Town from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof. However, the Proposer shall not be responsible for acts or omissions of the Town, its agents or employees, or of third parties, which result in bodily injury to persons or property. Provided, however, if the contract between the Town and the Proposer is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Proposer to defend, indemnify or hold harmless the Town, shall be limited to an obligation to indemnify or hold harmless the Town, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the proposer and persons employed or utilized by the Proposer in the performance of the contract.

XII. SUCCESSORS AND ASSIGNS

The Town and the Proposer each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the Town nor the Proposer shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Town, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Town and the Proposer.

XIII. REMEDIES

This contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

APPENDIX A

WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-state of Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof in amounts in compliance with the requirements of this RFP.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement with Town without the prior written permission of the Town.
- D. Proposer warrants that all information provided by it in connection with this RFP is true and accurate.

Signature of Official:_____

Name (typed):_____

Title:_____

Firm:_____

Date:_____

APPENDIX B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES SECTION 287.133, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Lauderdale-By-The-Sea

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list, [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signed, sealed and delivered
in the presence of:

AUDITOR

By:_____

(Printed Name)

(Title)

Witness my hand and official notary seal/stamp at _____ the day
and year written above.

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
personally appeared _____ as _____
of _____, an organization authorized to do business in the State of
Florida, and acknowledged executing the foregoing Affidavit as the proper official of for the use and
purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the
instrument is the act and deed of that corporation. He / She is personally known to me or has produced
_____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County
aforesaid on this _____ day of _____, 200_____.

NOTARY PUBLIC

My Commission Expires:

APPENDIX C

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He / She is _____ of _____, the proposer that has submitted the attached proposal;
2. He / She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the agreement for which the attached proposal has been submitted or to refrain from qualifying in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proposer, firm, or person to fix the price or prices, or of any other proposer, or to fix any overhead, profit or cost element of the RFP or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against Lauderdale-By-The-Sea, Florida, or any person interested in the qualified agreement; and
- 5 The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above.

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He / She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 200____..

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

ACKNOWLEDGMENT OF ADDENDA

The proposer hereby acknowledges the receipt of the following addenda issued by the Town and incorporated into and made part of this RFP. In the event the proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

APPENDIX E

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He / She is _____ of _____, the proposer that has submitted the attached proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that proposer may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the proposer agrees and understands that proposer shall give the Town written notice of any other relationships professional, financial or otherwise that proposer enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

I have/have not (circle one) attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

Page 29 of 29